

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MOSS KRIVIN, KIM GALLAGHER,
ERIC HUEG, and BEVERLY
PENNINGER, individually and on
behalf of all others similarly situated,

Case No. 2:25-cv-05803-AB (PVCx)

**STIPULATED PROTECTIVE
ORDER**

Plaintiffs,

v.

PENSKE MEDIA CORPORATION,

Defendant.

1. GENERAL PROVISIONS

1.1 Purposes and Limitations

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 Good Cause Statement

The parties need a Protective Order in place, as this action is likely to involve trade secrets, consumer data, sales data, and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the parties
2 are entitled to keep confidential, to ensure that the parties are permitted reasonable
3 necessary uses of such material in connection with potential resolution and/or
4 preparation for and in the conduct of trial, to address their handling at the end of the
5 litigation, and serve the ends of justice, a protective order for such information is
6 justified in this matter. It is the intent of the parties that information will not be
7 designated as confidential for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of this
10 case.

11 2. DEFINITIONS

12 2.1 Action: the instant action: Moss Krivin et al v. Penske Media
13 Corporation, Case No. 2:25-CV-05803-AB-PVC.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
21 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
22 the disclosure of which to another Party or Non-Party would create a substantial risk
23 of serious harm that could not be avoided by less restrictive means.

24 2.5 Conflicted Expert: any consultant, investigator, or Expert (a) who is an
25 employee of a competitor of Defendant Penske Media Corporation; or (b) who is
26 serving as a consultant to a competitor of Penske Media Corporation on matters
27 relating to the subject matter at issue in this Action. Protected Material may not be
28 disclosed under any circumstances to a Conflicted Expert.

1 2.6 Counsel: outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 2.7 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY.”

7 2.8 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony transcripts and tangible things) that are produced or
10 generated in disclosures or responses to discovery in this matter.

11 2.9 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 2.10 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.11 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.12 Outside Counsel of Record: attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action and have
21 appeared on behalf of that party, and including support staff.

22 2.13 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.15 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.16 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
5 ATTORNEYS’ EYES ONLY.”

6 2.17 Receiving Party: a party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the
15 following information: (a) any information that is in the public domain at the time of
16 disclosure to a Receiving Party or that becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation of
18 this Order, including becoming part of the public record through trial or otherwise;
19 and (b) any information known to the Receiving Party prior to the disclosure or
20 obtained by the Receiving Party after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Designating
22 Party.

23 Any use of Protected Material at trial shall be governed by the orders of the
24 trial judge. This Order does not govern the use of Protected Material at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 Provided, however, that once the case proceeds to trial, information that was
7 designated as CONFIDENTIAL or maintained pursuant to this protective order used
8 or introduced as an exhibit at trial becomes public and will be presumptively
9 available to all members of the public, including the press, unless compelling
10 reasons supported by specific factual findings to proceed otherwise are made to the
11 trial judge in advance of the trial. Accordingly, the terms of this protective order do
12 not extend beyond the commencement of the trial.

13 5. **DESIGNATING PROTECTED MATERIAL**

14 5.1 **Exercise of Restraint and Care in Designating Material for Protection:**
15 Each Party or Non-Party that designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate for
18 protection only those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept
21 unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (e.g., to unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties) may expose the Designating
26 Party to sanctions.

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If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations: Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party identify
4 the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony, or within 21 days after the transcript is delivered,
6 unless another time is agreed between the parties. All testimony taken in this case
7 shall be treated as Protected Material until the expiration of the 21st day after the
8 transcript is delivered to any party or the witness. During this time period, a
9 Designating Party may serve a Notice of Designation to all parties of record as to
10 specific portions of the testimony that are designated as Protected Material, and
11 thereafter only those portions identified in the Notice of Designation shall be
12 protected by the terms of this Order.

13 (c) for information produced in some form other than documentary and for
14 any other tangible items, that the Producing Party affix in a prominent place on the
15 exterior of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
17 ONLY.” If only a portion or portions of the information warrants protection, the
18 Producing Party, to the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive
21 the Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Challenges: Any Party or Non-Party that believes in good faith that a
27 confidentiality designation made pursuant to this order is not entitled to such
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1 designation may challenge the designation at any time that is consistent with the
2 Court's Scheduling Order(s).

3 6.2 Meet and Confer: The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 6.3 Judicial Intervention. Any challenge submitted to the Court shall be via a
6 joint stipulation pursuant to Local Rule 37-2.

7 6.4 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties or excessive challenges) may expose the Challenging Party to sanctions.
11 Unless the Designating Party has waived or withdrawn the confidentiality
12 designation, all parties shall continue to afford the material in question the level of
13 protection to which it is entitled under the Producing Party's designation until the
14 Court rules on the challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles: A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this
18 Action only for prosecuting, defending, or attempting to settle this Action. Such
19 Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order. When the Action has been terminated, a
21 Receiving Party must comply with the provisions of section 13 below (FINAL
22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items: Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary
5 to disclose the information for this Action;

6 (b) the parties and the officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
8 Action;

9 (c) Experts (as defined in this Order), consultants, and investigators of the
10 Receiving Party, other than a Conflicted Expert (see Section 2.6), to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
23 will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
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1 be separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY” Information or Items: Unless otherwise ordered by the court or permitted in
7 writing by the Designating Party, a Receiving Party may disclose any information or
8 item designated “HIGHLY CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary
11 to disclose the information for this Action;

12 (b) the Receiving Party’s House Counsel to whom disclosure is reasonably
13 necessary for the management, supervision, or oversight of this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) private court reporters and their staff to whom disclosure is reasonably
19 necessary for this Action and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information; and

26 (h) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order.

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material and nothing in these provisions should be construed
22 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
23 directive from another court.

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party, if requested.

16 (c) If the Non-Party fails to object or seek a protective order from this
17 court within 30 days of receiving the notice and accompanying information, the
18 Receiving Party may produce the Non-Party's confidential information responsive
19 to the discovery request. If the Non-Party timely seeks a protective order, the
20 Receiving Party shall not produce any information in its possession or control that is
21 subject to the confidentiality agreement with the Non-Party before a determination
22 by the court. Absent a court order to the contrary, the Non-Party shall bear the
23 burden and expense of seeking protection in this court of its Protected Material.

24 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
11 may be established in an e-discovery order that provides for production without
12 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
13 as the parties reach an agreement on the effect of disclosure of a communication or
14 information covered by the attorney-client privilege or work product protection, the
15 parties may incorporate their agreement in the stipulated protective order submitted
16 to the court or may submit a separate order for entry.

17 12. **MISCELLANEOUS**

18 12.1 **Right to Further Relief:** Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 **Right to Assert Other Objections:** By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 **Filing Protected Material:** Without written permission from the
26 Designating Party or a court order secured after appropriate notice to all interested
27 persons, a Party may not file in the public record in this Action any Protected
28 Material. A Party that seeks to file under seal any Protected Material must comply

1 with Civil Local Rule 79-5. Protected Material may only be filed under seal
2 pursuant to a court order authorizing the sealing of the specified Protected Material
3 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
4 request establishing that the Protected Material at issue is privileged, protectable as
5 a trade secret, or otherwise entitled to protection under the law. If a Party's request
6 to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied
7 by the court, then the Receiving Party may file the information in the public record
8 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 Within 60 days after the final disposition of this Action, as defined in
11 paragraph 4, each Receiving Party must return all Protected Material to the
12 Producing Party or destroy such material. As used in this subdivision, "all Protected
13 Material" includes all copies, abstracts, compilations, summaries, and any other
14 format reproducing or capturing any of the Protected Material. Whether the
15 Protected Material is returned or destroyed, the Receiving Party must submit a
16 written certification to the Producing Party (and, if not the same person or entity, to
17 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
18 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
19 that the Receiving Party has not retained any copies, abstracts, compilations,
20 summaries or any other format reproducing or capturing any of the Protected
21 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
22 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
23 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
24 work product, and consultant and expert work product, even if such materials
25 contain Protected Material. Any such archival copies that contain or constitute
26 Protected Material remain subject to this Protective Order as set forth in Section 4
27 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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5 **GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO**
6 **ORDERED.**

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8 Dated: September 3, 2025



9 HON. PEDRO V. CASTILLO
10 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on September 3, 2025 in the case of *Moss Krivin et al v. Penske Media Corporation*, 2:25-cv-05803-AB-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

19 | Date:

21 || City and State where sworn and signed:

23 Printed name: _____

25 | Signature: